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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA – RENO**

ALLSTATE INSURANCE COMPANY,  
as subrogee for Tony Blassingame,

Plaintiff,

vs.

SHENZHEN GLOBALEGROW E-  
COMMERCE CO., LTD, a foreign  
international entity D/B/A FLOUREON;  
SHANXI BAIYAN TROUSERS CHAIN  
MANAGEMENT CO., LTD, a foreign  
international entity; DOES I-V, inclusive;  
and ROE BUSINESS ENTITIES I-V,  
inclusive,

Defendants.

CASE NO:

DEPT. NO:

**COMPLAINT**

Plaintiff for its Complaint against Defendants allege as follows:

**JURISDICTIONAL ALLEGATIONS**

1) This Court possesses jurisdiction to entertain this matter pursuant to 28 U.S.C. § 1332(a). The matter in controversy, exclusive of interest and costs, exceeds the sum or value of \$75,000.00 and the plaintiffs are citizens of a state different from any defendant.



**FACTUAL ALLEGATION**

10) The Defendants are in the business of manufacturing, selling and shipping rechargeable lithium ion batteries.

11) Tony purchased four Floureon LiPo Batteries (11.1 c 35C 5500 mAH) for a remote controlled toy truck (the "Batteries") on-line.

12) On December 22, 2015 after playing with the remote controlled toy truck, Tony connected the Batteries to the charger to recharge.

13) Shortly after placing the Batteries in the charger, the Batteries caught on fire and quickly spread to the surrounding combustibles.

14) Subsequent investigation revealed that the Batteries were defective and were the cause of the fire.

15) As a result of the fire, Tony filed an insurance claim with Plaintiff pursuant to the terms of the Policy.

16) The Policy provided that, in the event of an insured loss, Plaintiff would be subrogated to any rights Tony might have against a third party who is responsible for that loss to the extent of any payments made by Plaintiff. In addition to contractual subrogation rights, Plaintiff also has equitable subrogation rights.

17) Plaintiff has indemnified Tony in whole or in part for the same loss for which Defendants are liable. Plaintiff has paid Tony's claim, as contemplated by the Policy (not as a volunteer). Tony had existing, assignable causes of action against each Defendant, for which Tony could have asserted for his own benefit had he had not been compensated for his loss by the Plaintiff. Plaintiff has, therefore, suffered damages caused by the acts or omissions upon which the liability of Defendants depends, and justice requires that the losses be entirely shifted from Plaintiff to Defendants, whose equitable position is inferior to that of Plaintiff.

18) Plaintiff's damages are in a liquidated sum.

1           19) As a result of providing insurance coverage, Plaintiff incurred money  
2 damages when it compensated Tony and/or incurred other expenses, all in an amount to  
3 be proven at trial, but in no event less than \$316,802.27.

4                           **COUNT 1 – PRODUCT LIABILITY**

5           20) Plaintiff incorporates by reference all other paragraphs of this Complaint as  
6 if fully set forth herein.

7           21) Defendants manufactured, designed, distributed, marketed, supplied, sold,  
8 entrusted, warranted and/or otherwise placed the Batteries into the stream of commerce  
9 so as to make it reasonable foreseeable that it would be used in the State of Nevada.

10          22) Defendants placed the Batteries into the stream of commerce in a defective  
11 and unreasonably dangerous condition such that the foreseeable risks exceeded the  
12 benefits associated with the design and/or manufacturing of the Batteries.

13          23) The Batteries supplied to Plaintiff's insured were defective in design and  
14 unreasonably dangerous when they left the hands of the Defendants, the manufacturers  
15 and suppliers, and they reached the Plaintiff's insured, without substantial alteration in  
16 the condition in which they were sold.

17          24) The Batteries were unreasonably dangerous and defective beyond the extent  
18 contemplated by ordinary consumers with ordinary knowledge regarding these products.

19          25) Defendants' Batteries were defective due to inadequate warnings or  
20 instructions because Defendants knew or should have known of the risk of injury from  
21 their Batteries.

22          26) The Batteries were a substantial contributing cause of the injuries suffered  
23 by Plaintiff's insured.

24          27) The Batteries were being used in a foreseeable manner and for its intended  
25 purpose.

26          28) As a direct and proximate cause of the aforementioned defects in the  
27 Batteries, Plaintiff sustained damages alleged in this Complaint, in an amount to be  
28 proven at trial but in no event less than \$316,802.27.

1 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

2 A. For the amount of damages paid to and/or on behalf of their Insured under  
3 the Policy in an amount to be proven at trial, but in no event less than \$50,000.00;

4 B. For Plaintiff's costs and attorneys' fees to the extent permitted by law;

5 C. For prejudgment interest as permitted by law; and

6 D. For such other relief as this Court deems just and fair.

7 BAUMAN LOEWE WITT & MAXWELL, PLLC.

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9  
10 /s/ Kenneth Maxwell, Esq.

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